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8

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 SOVEREIGN SURGICAL HOLDINGS,  
L.P., a Delaware Limited Partnership,

12 Plaintiff,

13 vs.  
14

DUAL DIAGNOSIS TREATMENT  
15 CENTER, INC., a California  
Corporation,

16 Defendant.  
17

Case No. SACV17-597 CJC (AGR<sub>x</sub>)

Assigned for all purposes to Hon. Cormac  
J. Carney, Dept. 9B

Magistrate Judge: Alicia G. Rosenberg

**STIPULATION AND  
PROTECTIVE ORDER**

## **STIPULATION AND PROTECTIVE ORDER**

### **1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, Plaintiff Sovereign Surgical Holdings, L.P. ("Plaintiff") and Defendant Dual Diagnosis Treatment Center, Inc. ("Defendant") hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

### **2. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

The parties further acknowledge, as set forth in Section 14.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

### **3. GOOD CAUSE STATEMENT**

This action is likely to involve customer information and research, and other financial and/or commercially sensitive business information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties and/or the parties' duties of confidentiality owed to third parties), information otherwise generally unavailable to

1 the public, or which may be privileged or otherwise protected from disclosure under  
2 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
3 expedite the flow of information, to facilitate the prompt resolution of disputes over  
4 confidentiality of discovery materials, to adequately protect information the parties  
5 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
6 necessary uses of such material in preparation for and in the conduct of trial, to  
7 address their handling at the end of the litigation, and serve the ends of justice, a  
8 protective order for such information is justified in this matter. It is the intent of the  
9 parties that information will not be designated as confidential for tactical reasons  
10 and that nothing be so designated without a good faith belief that it has been  
11 maintained in a confidential, non-public manner, and there is good cause why it  
12 should not be part of the public record of this case.

13 4. DEFINITIONS

14 4.1 Action: this pending federal lawsuit.

15 4.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 4.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 4.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (or  
22 “HIGHLY CONFIDENTIAL – AEO”) Information or Items: extremely sensitive  
23 “CONFIDENTIAL” information (regardless of how it is generated, stored or  
24 maintained) or tangible things, the disclosures of which to another Party or Non-  
25 Party would create a substantial risk of serious harm that could not be avoided by  
26 less restrictive means.

27 4.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
28

1 their support staff).

2       4.6    Designating Party: a Party or Non-Party that designates information or  
3 items that it produces in disclosures or in responses to discovery as  
4 “CONFIDENTIAL.”

5       4.7    Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced or  
8 generated in disclosures or responses to discovery in this matter.

9       4.8    Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
11 an expert witness or as a consultant in this Action.

12       4.9    House Counsel: attorneys who are employees of a party to this Action  
13 (as well as their support staff). House Counsel does not include Outside Counsel of  
14 Record or any other outside counsel.

15       4.10   Non-Party: any natural person, partnership, corporation, association or  
16 other legal entity not named as a Party to this action.

17       4.11   Outside Counsel of Record: attorneys who are not a party or employees  
18 of a party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a law  
20 firm that has appeared on behalf of that party, and includes their support staff.

21       4.12   Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and their  
23 support staffs).

24       4.13   Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.

26       4.14   Professional Vendors: persons or entities that provide litigation support  
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2 4.15 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO.”

4 4.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6 5. SCOPE

7 The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10 compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the  
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 6. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations  
16 imposed by this Order shall remain in effect until a Designating Party agrees  
17 otherwise in writing or a court order otherwise directs. Final disposition shall be  
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
19 or without prejudice; and (2) final judgment herein after the completion and  
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
21 including the time limits for filing any motions or applications for extension of time  
22 pursuant to applicable law.

23 7. DESIGNATING PROTECTED MATERIAL

24 7.1 Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Non-Party that designates information or items for protection  
26 under this Order must take care to limit any such designation to specific material  
27 that qualifies under the appropriate standards. The Designating Party must  
28 designate for protection only those parts of material, documents, items or oral or

1 written communications that qualify so that other portions of the material,  
2 documents, items or communications for which protection is not warranted are not  
3 swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate or routinized designations are prohibited. Designations  
5 that are shown to be clearly unjustified or that have been made for an improper  
6 purpose (e.g., to unnecessarily encumber the case development process or to impose  
7 unnecessary expenses and burdens on other parties) may expose the Designating  
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it  
10 designated for protection do not qualify for protection, that Designating Party must  
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 7.2 Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
15 under this Order must be clearly so designated before the material is disclosed or  
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – AEO" (hereinafter  
22 "CONFIDENTIAL legend") to each page that contains protected material. If only a  
23 portion of the material on a page qualifies for protection, the Producing Party also  
24 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
25 in the margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be  
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
3 documents it wants copied and produced, the Producing Party must determine which  
4 documents, or portion(s) thereof, qualify for protection under this Order. Then,  
5 before producing the specified documents, the Producing Party must affix the  
6 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
7 portion of the material on a page qualifies for protection, the Producing Party also  
8 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
9 in the margins).

10 (b) for testimony given in depositions, that the Designating Party  
11 identifies the Disclosure or Discovery Material and all related protected testimony  
12 on the record before the close of the deposition.

13 (c) for information produced in some form other than documentary  
14 and for any other tangible items, that the Producing Party affix in a prominent place  
15 on the exterior of the container(s) in which the information is stored the legend  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO.” If only a portion of  
17 the information warrants protection, the Producing Party, to the extent practicable,  
18 shall identify the protected portion(s).

19 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party’s right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the provisions of this  
24 Order.

## 25 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 8.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28

1 Scheduling Order.

2 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
3 resolution process under Local Rule 37-1 *et seq.*

4 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
5 joint stipulation pursuant to Local Rule 37-2.

6 8.4 Burden of Persuasion. The burden of persuasion in any such challenge  
7 proceeding shall be on the Designating Party. Frivolous challenges, and those made  
8 for an improper purpose (e.g., to harass or impose unnecessary expenses and  
9 burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
10 Designating Party has waived or withdrawn the confidentiality designation, all  
11 parties shall continue to afford the material in question the level of protection to  
12 which it is entitled under the Producing Party's designation until the Court rules on  
13 the challenge.

14 9. ACCESS TO AND USE OF PROTECTED MATERIAL

15 9.1 Basic Principles. A Receiving Party may use Protected Material that is  
16 disclosed or produced by another Party or by a Non-Party in connection with this  
17 Action only for prosecuting, defending or attempting to settle this Action. Such  
18 Protected Material may be disclosed only to the categories of persons and under the  
19 conditions described in this Order. When the Action has been terminated, a  
20 Receiving Party must comply with the provisions of section 15 below (FINAL  
21 DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
26 otherwise ordered by the court or permitted in writing by the Designating Party, a  
27 Receiving Party may disclose any information or item designated  
28



1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
3 as well as employees of said Outside Counsel of Record to whom it is reasonably  
4 necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House Counsel)  
6 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to  
8 whom disclosure is reasonably necessary for this Action and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the court and its personnel;

11 (e) private court reporters and their staff to whom disclosure is  
12 reasonably necessary for this Action and who have signed the “Acknowledgment  
13 and Agreement to Be Bound” (Exhibit A);

14 (f) professional jury or trial consultants, mock jurors, and  
15 Professional Vendors to whom disclosure is reasonably necessary for this Action  
16 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
17 A);

18 (g) the author or recipient of a document containing the information  
19 or a custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses,  
21 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
23 they will not be permitted to keep any confidential information unless they sign the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
25 agreed by the Designating Party or ordered by the court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected Material may  
27 be separately bound by the court reporter and may not be disclosed to anyone except  
28

1 as permitted under this Stipulated Protective Order; and

2 (i) any mediator(s) or settlement officer(s) and their supporting  
3 personnel, mutually agreed upon by the parties engaged in settlement discussions.

4 9.3 Disclosure of “HIGHLY CONFIDENTIAL – AEO” Information or  
5 Items. Unless otherwise ordered by the court or permitted in writing by the  
6 Designating Party, a Receiving Party may disclose any information or item  
7 designated “HIGHLY CONFIDENTIAL – AEO” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11 (b) Experts (as defined in this Order) of the Receiving Party to  
12 whom disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) the court and its personnel;

15 (d) private court reporters and their staff to whom disclosure is  
16 reasonably necessary for this Action and who have signed the “Acknowledgment  
17 and Agreement to Be Bound” (Exhibit A);

18 (e) professional jury or trial consultants, mock jurors, and  
19 Professional Vendors to whom disclosure is reasonably necessary for this Action  
20 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
21 A);

22 (f) the author or recipient of a document containing the information  
23 or a custodian or other person who otherwise possessed or knew the information;  
24 and

25 (g) any mediator or settlement officer, and their supporting  
26 personnel, mutually agreed upon by any of the parties engaged in settlement  
27 discussions.

28 For the avoidance of doubt, disclosure of information or items designated

1 “HIGHLY CONFIDENTIAL – AEO” may not be disclosed any person or entity  
2 who, on and after the date this Action began, is or was one of the following: named  
3 plaintiff, defendant, or counterdefendant to this Action, including all of its officers,  
4 directors, employees, and members and their officers, directors, or employees,  
5 except as provided in Section 9.3, subsection (f), above.

6 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such  
12 notification shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or  
14 order to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification shall include  
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this  
21 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO” before a  
22 determination by the court from which the subpoena or order issued, unless the  
23 Party has obtained the Designating Party’s permission. The Designating Party shall  
24 bear the burden and expense of seeking protection in that court of its confidential  
25 material and nothing in these provisions should be construed as authorizing or  
26 encouraging a Receiving Party in this Action to disobey a lawful directive from  
27 another court.

28 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

1                   PRODUCED IN THIS LITIGATION

2                   (a)     The terms of this Order are applicable to information produced  
3 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
4 CONFIDENTIAL – AEO.” Such information produced by Non-Parties in  
5 connection with this litigation is protected by the remedies and relief provided by  
6 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
7 Party from seeking additional protections.

8                   (b)     In the event that a Party is required, by a valid discovery request,  
9 to produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party shall:

12                         (i)     promptly notify in writing the Requesting Party and the  
13 Non-Party that some or all of the information requested is subject to a  
14 confidentiality agreement with a Non-Party;

15                         (ii)    promptly provide the Non-Party with a copy of the  
16 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
17 reasonably specific description of the information requested; and

18                         (iii)   make the information requested available for inspection by  
19 the Non-Party, if requested.

20                   (c)     If the Non-Party fails to seek a protective order from this court  
21 within 14 days of receiving the notice and accompanying information, the Receiving  
22 Party may produce the Non-Party’s confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
24 Party shall not produce any information in its possession or control that is subject to  
25 the confidentiality agreement with the Non-Party before a determination by the  
26 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.  
28

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1           14.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
3 may only be filed under seal pursuant to a court order authorizing the sealing of the  
4 specific Protected Material at issue. If a Party's request to file Protected Material  
5 under seal is denied by the court, then the Receiving Party may file the information  
6 in the public record unless otherwise instructed by the court.

7 **15. FINAL DISPOSITION**

8           After the final disposition of this Action, as defined in paragraph 6, within 60  
9 days of a written request by the Designating Party, each Receiving Party must return  
10 all Protected Material to the Producing Party or destroy such material. As used in  
11 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving  
14 Party must submit a written certification to the Producing Party (and, if not the same  
15 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
16 (by category, where appropriate) all the Protected Material that was returned or  
17 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
18 abstracts, compilations, summaries or any other format reproducing or capturing any  
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
22 reports, attorney work product, and consultant and expert work product, even if such  
23 materials contain Protected Material. Any such archival copies that contain or  
24 constitute Protected Material remain subject to this Protective Order as set forth in  
25 Section 6 (DURATION).

26           //

27           //

28           //

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December 8, 2017

RUTAN & TUCKER, LLP

By: /s/ Michael D. Adams

Michael D. Adams  
Attorneys for Plaintiff  
SOVEREIGN SURGICAL  
HOLDINGS, L.P.

Dated: December 8, 2017

GREENBERG GROSS LLP

By: /s/ David M. Stein

David M. Stein  
Attorneys for Defendant  
DUAL DIAGNOSIS TREATMENT  
CENTER, INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: December 13, 2017



Hon. Alicia G. Rosenberg  
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [full name] of  
4 \_\_\_\_\_ [address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order  
6 that was issued by the United States District Court for the Central District of  
7 California on \_\_\_\_\_ in the case of SOVEREIGN SURGICAL  
8 HOLDINGS, L.P., a Delaware Limited Partnership, Plaintiff vs. DUAL  
9 DIAGNOSIS TREATMENT CENTER, INC., a California Corporation, Defendant,  
10 Case No. SACV17-597 CJC (AGR<sub>x</sub>).

11 I agree to comply with and to be bound by all the terms of this Stipulated  
12 Protective Order and I understand and acknowledge that failure to so comply could  
13 expose me to sanctions and punishment in the nature of contempt. I solemnly  
14 promise that I will not disclose in any manner any information or item that is subject  
15 to this Stipulated Protective Order to any person or entity except in strict compliance  
16 with the provisions of this Order. I further agree to submit to the jurisdiction of the  
17 United States District Court for the Central District of California for the purpose of  
18 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
19 proceedings occur after termination of this action.

20 I hereby appoint \_\_\_\_\_ [full name] of  
21 \_\_\_\_\_ [full address and  
22 phone number] as my California agent for service of process in connection with this  
23 action or any proceedings related to enforcement of this Stipulated Protective Order.  
24

25 Dated: \_\_\_\_\_ City and State where signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_